

## **EXHIBIT N**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

WSOU INVESTMENTS, LLC D/B/A	)	
BRAZOS LICENSING AND	)	
DEVELOPMENT,	)	
	)	C.A. No. 1:21-1117-MN-CJB
Plaintiff,	)	C.A. No. 1:21-1119-MN-CJB
	)	C.A. No. 1:21-1120-MN-CJB
v.	)	
	)	
NETGEAR, INC.,	)	
	)	
Defendant.	)	

**PLAINTIFF’S SECOND NOTICE OF DEPOSITION OF NETGEAR, INC.  
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE FRCP 30(b)(6)**

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff WSOU Investments, LLC (“Brazos” or “Plaintiff”), through its undersigned counsel, will depose by oral examination the Defendant Netgear, Inc. (“Netgear” or “Defendant”). The deposition will commence on April 27, 2022 at 10:00 AM ET at the 1526 Gilpin Avenue, Wilmington, DE 19806, or at such other time and place as otherwise agreed to by counsel for the parties. The deposition will be taken before an officer authorized by the laws of the United States to administer oaths and will be recorded by video and/or stenographic means. The deposition will be taken before an officer authorized by the laws of the United States to administer oaths and will be recorded by video and/or stenographic means. The deposition will continue from day to day until completed, weekends and court-observed holidays excepted, with adjournments as to time and place as may be necessary. Some or all of the deposition testimony may involve real-time

computer connection between the deposition taker and court reporter using real-time transcription software such as “LiveNote.”<sup>1</sup>

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendant shall designate one or more of its officers, directors, managing agents, or other person who are most knowledgeable, and competent to testify on its behalf, as to all matters known or reasonably available to Defendant with respect to the subjects set forth in EXHIBIT A. At least five (5) business days before the date set for the deposition, Defendant shall identify: (1) the name(s) of each designee selected to testify on behalf of the Defendant; (2) the job title of each such person; and (3) the topic(s) set forth below upon which each person will testify.

NOTICE IS FURTHER GIVEN that Brazos reserves the right to conduct this deposition utilizing the secure web-based deposition option afforded by Veritext or, in the alternative, video conferencing (VTC) services or telephonically to provide remote/virtual access for those parties wishing to participate in the deposition via the internet and/or telephone. Also take notice that Brazos reserves the right to record the deposition either by stenographic means by a court reporter certified to record depositions or a digital reporter utilizing state-of-the-art digital recording equipment. Take note that the deposition officer may also be remote and out of the presence of the deponent via one of the options above for the purposes of providing the oath/affirmation to the deponent and capturing the proceeding. Brazos further reserves the right to: (1) record the deposition utilizing audio or video technology; (2) utilize Instant visual display such that the reporter’s writing of the proceeding will be available to all who are a party to this proceeding to request and receive it in real-time; (3) utilize Exhibit Capture (picture-in-picture)

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<sup>1</sup> As further discussed below, this deposition may occur via remote video technology, dependent upon Federal, state, and local rules and restrictions concerning the COVID-19 pandemic.

technology in which any exhibit reviewed by the deponent during the deposition can be captured visually; and (4) conduct this deposition utilizing a paperless exhibit display process called Exhibit Share or a similar paperless virtual display platform. The parties are advised that in lieu of a paper set of exhibits, they may be provided and displayed digitally to the deposition officer, deponent, parties, and counsel. The exhibits will be compiled by the deposition officer for the purposes of exhibit stamping, and ultimate production of the final certified transcript.

Please contact the noticing attorney at least five (5) calendar days prior to the deposition to advise that it is your desire to appear via this remote participating means so that the necessary credentials, call-in numbers, firm name, email address, services, testing and information, if necessary, can be arranged and provided to you prior to the proceeding(s).

Brazos reserves the right to serve Netgear with additional notices pursuant to Rule 30(b)(6) on additional topics as this litigation progresses and as further evidence is produced.

Dated: April 4, 2022.

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Respectfully submitted,

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*Attorneys for WSOU Investments, LLC d/b/a  
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**CERTIFICATE OF SERVICE**

I hereby certify that on April 4, 2022, I have served a copy the above document via email on the counsel for Defendant.

/s/ Jonathan K. Waldrop  
Jonathan K. Waldrop

# EXHIBIT A

**EXHIBIT A**  
**DEFINITIONS**

1. “Action(s)” shall mean *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1117-MN-CJB, *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1119-MN-CJB, and *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1120-MN-CJB, pending in the United States District Court for the District of Delaware.

2. “Accused Products” or “Accused Product” means and includes all past, current and future hardware and software products and services developed, made, used, offered for sale, sold, imported, and provided by Netgear that contain or makes use of the Accused Functionalities (defined below). Accused Products include, but are not limited to, the products and services specifically identified in the Actions and WSOU’s Identification of Accused Products and Asserted Patents served on December 23, 2021 in each of the Actions (and any amendments thereto), as well as products and services that operate substantially similar to the products and services specifically identified in the Actions. *See O2 Micro Int’l, Ltd. v. Monolithic Power Sys.*, 467 F.3d 1355, 1363 (Fed.Cir.2006); *Honeywell Int’l, Inc. v. Acer Am. Corp.*, 655 F.Supp.2d 650, 655-656 (E.D.Tex.2009); *Nidec Corp. v. LG Innotek Co., Ltd.*, No. 6:07-CV-108, 2009 WL 3673253, at \*2 (E.D.Tex. Sept. 2, 2009). Accused Products include, but are not limited to:

- a. In connection with the ’096 Patent: Netgear devices implementing MU-MIMO (including but not limited to Netgear Wireless Access Points, Netgear WiFi Routers, Netgear WiFi Mesh Systems, Netgear Whole Home Mesh WiFi, Netgear Cable Modem Routers, Netgear 4G WiFi Routers, Netgear Wireless Bridges, Netgear Mobile Hotspots, Netgear WiFi Range Extenders, Netgear Gaming Routers)
  - i. Including but not limited to the following Netgear Wireless Access Points:
    - Premium Wireless (WAC740) 802.11ac 4x4 Wave 2 Wireless Access Point



- Essentials WiFi 6 (WAX202) Essentials WiFi 6 AX1800 Dual Band Access Point
- Essentials WiFi 6 (WAX204) Essentials WiFi 6 AX1800 Dual Band Access Point
- Essentials WiFi 6 (WAX206) Essentials WiFi 6 AX3200 Dual Band Access Point
- AX1800 WiFi 6 Access Point (WAX214) Essentials WiFi 6 AX1800 Dual Band Wall/Ceiling Mount, PoE Powered, Local Management
- AX3600 WiFi 6 Access Point (WAX218) Essentials WiFi 6 AX3600 Dual Band Wall/Ceiling Mount, PoE Powered, Local Management
- Cloud Managed WiFi (WAX630) AX6000 Tri-Band PoE Multi-Gig WiFi 6 Access Point
- Cloud Managed WiFi (WAX630PA) AX6000 Tri-Band PoE Multi-Gig WiFi 6 Access Point with Power Adapter
- Cloud Managed WiFi (WAX620) AX3600 Dual Band PoE Multi-Gig WiFi 6 Access Point
- Cloud Managed WiFi 6 (WAX610) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point
- Cloud Managed WiFi 6 (WAX610Y) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Outdoor Access Point
- Cloud Managed WiFi 6 (WAX610PA) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point with Power Adapter
- AX1800 WiFi 6 Access Point (WAX214PA) Essentials WiFi 6 AX1800 Dual Band Wall/Ceiling Mount with Power Supply, Local Management
- AX3600 WiFi 6 Access Point (WAX218PA) Essentials WiFi 6 AX3600 Dual Band Wall/Ceiling Mount with Power Supply, Local Management
- Cloud Managed WiFi (WAC540) AC3000 Tri-Band PoE Insight Managed Smart Cloud Wireless Access Point
- Cloud Managed WiFi 6 (WAX620PA) AX3600 Dual Band Multi-Gig WiFi 6 Access Point with Power Adapter
- Cloud Managed WiFi (WAC510) AC1300 Dual Band PoE Insight Managed Smart Cloud Wireless Access Point

- Essentials Wireless (WAC124) AC2000 Dual Band 4x4 Wireless Access Point
- ii. Including but not limited to the following WiFi Mesh Systems:
- AX1800 WiFi Mesh System (SXX30) Orbi Pro WiFi 6 Mini AX1800 Mesh System (SXX30)
  - Orbi Pro WiFi 6 (SXX80) AX6000 Tri-Band Orbi Pro WiFi 6 WiFi System
  - AX6000 WiFi Mesh Router (SXR80) Tri-Band Orbi Pro WiFi 6 AX6000 WiFi Router (SXR80)
  - AX1800 WiFi Mesh Router (SXR30) Orbi Pro WiFi 6 Mini AX1800 Router (SXR30)
  - AX1800 WiFi Mesh Satellite (SXS30) Orbi Pro WiFi 6 Mini AX1800 Satellite (SXS30)
  - AX6000 WiFi Mesh System (SXS80) Tri-Band Orbi Pro WiFi 6 Add-On Satellite
  - Orbi Pro WiFi 5 (SRK60) AC3000 Tri-Band Orbi Pro Business WiFi System
  - Orbi Pro WiFi 5 (SRR60) AC3000 Tri-Band Orbi Pro Business WiFi Router
  - Orbi Pro WiFi 5 (SRC60) AC3000 Add-on Orbi Pro Ceiling Satellite
  - Orbi Pro WiFi 5 (SRS60) AC3000 Tri-Band Orbi Pro Business WiFi Add-on Satellite
- iii. Including but not limited to the following Whole Home Mesh Wifi:
- AXE11000 WiFi Mesh System (RBKE963) NETGEAR® Orbi™ Quad-band WiFi 6E Mesh System, 10.8Gbps, Router + 2 Satellites
  - AXE11000 WiFi Satellite (RBSE960) NETGEAR® Orbi Quad-band WiFi 6E Mesh Add-on Satellite, 10.8Gbps
  - AX6000 WiFi Mesh System (RBK852) Orbi Tri-Band Mesh WiFi 6 System, 6Gbps, Router + 1 Satellite
  - AX6000 WiFi Mesh System (RBK853) Orbi Tri-band Mesh WiFi 6 System, 6Gbps Router + 2 Satellites
  - AX6000 WiFi Mesh System (RBK854) Orbi Tri-band Mesh WiFi 6 System, 6Gbps Router + 3 Satellites

- Orbi Protection+ 3 Pack Orbi Tri-band mesh WiFi 6 system, 6Gbps router + 2 satellites with NETGEAR Armor and extended 2-year warranty and 24/7 Tech Support
- Orbi Protection+ 4 Pack Orbi Tri-band mesh WiFi 6 system, 6Gbps router + 3 satellites with NETGEAR Armor and extended 2-year warranty and support
- AX4200 WiFi Mesh System (RBK752) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
- AX4200 WiFi Mesh System (RBK753) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 2 Satellites
- AX4200 WiFi Mesh System (RBK754) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 3 Satellites
- 5G WiFi Mesh System, AX4200 (NBK752) Orbi 5G Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
- AX4200 WiFi Mesh System (CBK752) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Built-in Cable Modem Router + 1 Satellite
- AX4200 WiFi Mesh System (CBK753) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Built-in Cable Modem Router + 2 Satellites
- Dual-band AX1800 2-Pack (MK62) Nighthawk Dual-Band WiFi 6 Mesh System with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- Dual-band AX1800 4-Pack (MK64) Nighthawk Dual-Band WiFi 6 Mesh System 1.8Gbps Router + 3 Satellites with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- Tri-band AX3600 3-Pack (MK83) Nighthawk Tri-band Mesh WiFi 6 System 3.6Gbps Router + 2 Satellites with NETGEAR Smart Parental Controls™ and with NETGEAR Armor™
- Tri-band AX3600 4-Pack (MK84) Nighthawk Tri-band Mesh WiFi 6 System 3.6Gbps Router + 3 Satellites
- AC3000 Mesh WiFi Range Extender (RBS50Y) Orbi Tri-band Mesh WiFi Outdoor Satellite Range Extender, 3Gbps
- AC3000 WiFi Satellite (RBS50) Orbi Tri-band Add-on Satellite, 3Gbps
- AX6000 WiFi Satellite (RBS850) Orbi Tri-band Mesh WiFi 6 Add-on Satellite, 6Gbps

- AC3000 Mesh WiFi System (RBK50) Orbi Tri-band Mesh WiFi System, 3Gbps, Router + 1 Satellite
- AX4200 WiFi Cable Modem Router (CBR750) Orbi Tri-Band WiFi 6 Mesh Router 4.2Gbps, Built-in Cable Modem Router
- AC1200 WiFi Satellite (RBS10) Orbi Dual-band Add-on Satellite, 1.2Gbps
- Dual-band AX1800 Add-On Satellite (MS60) Nighthawk Dual-Band WiFi 6 Mesh Add-on Satellite
- AX4200 WiFi Satellite (RBS750) Orbi Tri-band WiFi 6 Add-on Satellite, 4.2Gbps
- AX1800 Mesh WiFi System (MK63S) Nighthawk Dual-Band WiFi 6 Mesh System, 1.8Gbps, with 90 days of NETGEAR Armor included, Router + 2 Satellites
- AC1200 Mesh WiFi System (RBK14) Orbi Dual-band Mesh WiFi System, 1.2Gbps, Router + 3 Satellites
- AC1200 Mesh WiFi System (RBK13) Orbi Dual-band Mesh WiFi System, 1.2Gbps, Router + 2 Satellites
- AC2200 LTE Mesh Router (LBR20) Orbi 4G LTE Advanced Modem + Tri-Band Mesh WiFi Router
- Tri-band AX3600 Add-On Satellite (MS80) Nighthawk Tri-Band WiFi 6 Mesh Add-on Satellite
- AXE11000 WiFi Mesh System (RBKE963B) NETGEAR® Orbi Quad-band WiFi 6E Mesh System, 10.8Gbps, Router + 2 Satellites – Black Edition
- AX3000 WiFi Mesh System (RBK653) NETGEAR® Orbi™ Tri-band WiFi 6 Mesh System, 3Gbps, Router + 2 Satellites
- AC3000 Mesh WiFi System+Smart Speaker (RBK50V) Orbi Tri-band Mesh WiFi System with Rich Sound, 3Gbps, Router + Voice Satellite
- AC2200 Mesh WiFi System (RBK23) Orbi Tri-band Mesh WiFi System, 2.2Gbps, Router + 2 Satellites
- Dual-band AX1800 3-Pack (MK63) Nighthawk Dual-Band WiFi 6 Mesh System 1.8Gbps Router + 2 Satellites

- AX5700 WiFi Mesh System (RBK843S) Orbi Tri-Band WiFi 6 Mesh System, with Advanced Cyber Threat Protection, 5.7Gbps Router + 2 Satellites
- AC2200 Voice & Mesh WiFi Extender (RBS40V-200) Orbi Tri-band Smart Speaker & Mesh WiFi Extender, 2.2Gbps
- AX4200 WiFi Mesh System (RBK753S) Orbi Tri-Band WiFi 6 Mesh System with Advanced Cyber Threat Protection, 4.2Gbps, Router + 2 Satellites

iv. Including but not limited to the following Netgear WiFi Routers:

- AXE11000 WiFi Router (RAXE500) Nighthawk® Tri-Band WiFi 6E Router (up to 10.8Gbps) with new 6GHz band & NETGEAR Armor™
- AX1800 WiFi Router (RAX10) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX1800 WiFi Router (RAX20) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™, USB 3.0 port
- AX2400 WiFi Router (RAX30) Nighthawk® AX 5-Stream Dual-Band WiFi 6 Router (up to 2.4Gbps) with NETGEAR Armor™
- AX4200 WiFi Router (RAX43) Nighthawk® 5-Stream Dual-Band WiFi 6 Router (up to 4.15Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX5400 WiFi Router (RAX50) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 5.4 Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX6600 WiFi Router (RAX70) Nighthawk® 8-Stream Tri-Band WiFi 6 Router (up to 6.6Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX6000 WiFi Router (RAX80) Nighthawk® 8-Stream Dual-Band WiFi 6 Router (up to 6Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO, USB 3.0 ports
- AX6000 WiFi Router (RAX120) Nighthawk® 12-Stream Dual-Band WiFi 6 Router (up to 6Gbps) with NETGEAR Armor™, MU-MIMO, USB 3.0 ports
- AX11000 WiFi Router (RAX200) Nighthawk® 12-Stream Tri-Band WiFi 6 Router (up to 10.8Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO, USB 3.0 ports

- AC4000 WiFi Router (R8000P) Nighthawk® X6S Tri-Band WiFi Router (up to 4Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
- AC2300 WiFi Router (R7000P) Nighthawk® Dual-Band WiFi Router (up to 2.2Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
- AX1800 WiFi Router (RAX15) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™, USB 3.0 port
- AX3000 WiFi Router (RAX35) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX3000 WiFi Router (RAX38) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with USB 3.0 port, NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX3000 WiFi Router (RAX40) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with USB 3.0 port, NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX4200 WiFi Router (RAX42) Nighthawk® Dual-Band WiFi 6 Router (up to 4.2Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX4300 WiFi Router (RAX45) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 4.3 Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX5200 WiFi Router (RAX48) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 5.2Gbps)
- AX6200 WiFi Router (RAX78) Nighthawk® 8-Stream Tri-Band WiFi 6 Router (up to 6.2Gbps) with NETGEAR Armor™, MU-MIMO, USB 3.0 port
- AXE10000 WiFi Router (RAXE450) Nighthawk® Tri-Band WiFi 6E Router (up to 9.55Gbps) with new 6GHz band & NETGEAR Armor™
- AC3000 WiFi Router (R7850) Nighthawk® X6 Tri-Band WiFi Router (up to 3Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls
- AC2600 WiFi Router (R7800) Nighthawk® X4S Dual-Band WiFi Router (up to 2.53Gbps) with MU-MIMO

- AC1900 WiFi Router (R6900P) Nighthawk® Dual-Band WiFi Router (up to 1.9Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
  - AC2000 WiFi Router (R6850) Dual-Band WiFi Router (up to 2Gbps) with MU-MIMO
  - AX1800 WiFi Router (R6700AX) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
  - AC1750 WiFi Router (R6350) Dual-Band WiFi Router (up to 1.75Gbps) with MU-MIMO
  - AC1600 WiFi Router (R6330) Dual-Band WiFi Router (up to 1.6Gbps) with MU-MIMO
  - AC1600 WiFi Router (R6260) Dual-Band WiFi Router (up to 1.6Gbps)
  - AC1000 WiFi Router (R6080) Dual-Band WiFi Router (up to 1Gbps)
  - AC750 WiFi Router (R6020) WiFi Router (R6020)
- v. Including but not limited to the following Netgear Cable Modem Routers:
- AX6000 WiFi Cable Modem Router (CAX80) Nighthawk® DOCSIS® 3.1 6Gbps Two-in-one Cable Modem + WiFi 6 Router
  - AX4200 WiFi Cable Modem Router (CBR750) Orbi Tri-Band WiFi 6 Mesh Router 4.2Gbps, Built-in Cable Modem Router
  - AC1900 WiFi Cable Modem Router for Xfinity® Internet & Voice (C7100V) Nighthawk® DOCSIS® 3.0 1.9Gbps Two-in-one Cable Modem + WiFi Router
- vi. Including but not limited to the following Netgear 4G WiFi Routers
- 5G WiFi Mesh System, AX4200 (NBK752) Orbi 5G Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
  - AC2200 LTE Mesh Router (LBR20) Orbi 4G LTE Advanced Modem + Tri-Band Mesh WiFi Router
  - 4G LTE WiFi 6 Router (LAX20) Nighthawk® AX4 4G LTE Modem + WiFi 6 Router
- vii. Including but not limited to the following Netgear Wireless Bridges:
- Wireless AirBridge (WBC502) Insight Instant Wireless AirBridge



viii. Including but not limited to the following Netgear Mobile Hotspots:

- 5G WiFi 6 Mobile Hotspot Router (MR5100) Nighthawk 5G WiFi 6 Mobile Hotspot Pro for AT&T
- 5G WiFi 6 Mobile Router (MR5200) Nighthawk M5 5G WiFi 6 Mobile Router Unlocked

ix. Including but not limited to the following Netgear WiFi Range Extenders:

- AX6000 WiFi Mesh Extender (EAX80) Nighthawk® AX8 WiFi Mesh Extender, 6Gbps
- AX1800 WiFi Mesh Extender (EAX15) Dual-band WiFi 6 Mesh Extender, 1.8Gbps, Wall-plug, Internal Antenna
- AX1600 4-Stream WiFi 6 Mesh Extender (EAX12) Dual-band WiFi 6 Mesh Extender, 1.6Gbps, Wall-plug, Internal Antenna
- AC1750 WiFi Mesh Extender (EX6250) Dual-band WiFi Mesh Extender, 1.7Gbps, Wall-plug, Internal Antenna
- AX1800 WiFi Mesh Extender (EAX20) NETGEAR® Dual-band WiFi 6 Mesh Extender, 1.8Gbps
- AC2200 WiFi Mesh Extender (EX7300) Nighthawk® X4 Dual-band WiFi Mesh Extender, 2.2Gbps, Wall-plug, Internal Antenna
- AC1900 WiFi Mesh Extender (EX6400) Dual-band WiFi Mesh Extenders - Essentials Edition, 1.9Gbps, Wall-plug, Internal Antenna
- AX1750 WiFi Mesh Extender (EAX18) NETGEAR® Dual-band WiFi 6 Mesh Extender, 1.75Gbps
- AX1600 4-Stream WiFi 6 Mesh Extender (EAX11) Dual-band WiFi 6 Mesh Extender, 1.6Gbps, Wall-plug, Internal Antenna
- AX1800 WiFi Mesh Extender (EAX14) Dual-band WiFi 6 Mesh Extender, 1.8Gbps, Wall-plug, Internal Antenna
- AC3000 WiFi Mesh Extender (EX8000) Nighthawk® X6S Tri-band WiFi Mesh Extender, 3Gbps
- AC2200 WiFi Mesh Extender (EX7500) Nighthawk® X4S Tri-band WiFi Mesh Extender, 2.2Gbps, Wall-plug, Internal Antenna
- AC2200 WiFi Mesh Extender (EX7700) Nighthawk® X4S Tri-band WiFi Mesh Extender, 2.2Gbps



- x. Including but not limited to the following Netgear Gaming Routers:
  - AX5400 WiFi Gaming Router (XR1000) Nighthawk 6-Stream WiFi 6 5.4Gbps Gaming Router
  - Nighthawk Pro Gaming (XR500) AC2600 Gaming Router with 4 Ethernet Ports and Wireless speeds up to 2.6 Gbps
  - Nighthawk Pro Gaming (XRM570) AC2600 Gaming WiFi Router and Mesh WiFi System with DumaOS
  - Nighthawk Pro Gaming (XR700) WiFi Router with 6 Ethernet Ports and Wireless Speeds Up to 7.2 Gbps, AD7200
- b. In connection with the '171 Patent: Netgear Access Points including but not limited to:
  - Insight Managed Smart Cloud Wireless Access Point (WAC505)
  - Insight Managed Smart Cloud Wireless Access Point (WAC510)
  - WAC720 Business 2 x 2 Dual Band Wireless-AC Access Point
  - WAC730 Business 3 x 3 Wireless-AC
- c. In connection with the '630 Patent: Netgear Switches (including but not limited to Netgear Fully Managed M4300 Series Switches, Netgear Fully Managed M4200 Series Switches, Netgear Fully Managed M4100 Series Switches, Netgear Fully Managed M5300 Series Switches, Netgear Fully Managed M6100 Series Switches, Netgear Smart Switches, Netgear Smart Cloud Managed Switches).
  - i. Including but not limited to the following Netgear Fully Managed M4300 Series Switches:
    - M4300-8X8F (XSM4316S) 8X10G, 8XSFP+ Managed Switch
    - M4300-16X (XSM4316PA) 16x Multi-Gig, PoE+ (199W) Managed Switch
    - M4300-16X 600W PSU (XSM4316PB) 16x Multi-Gig, PoE+ (500W) Managed Switch
    - M4300-12X12F (XSM4324S) 12X10G, 12XSFP+ Managed Switch
    - M4300-24X (XSM4324CS) 24x10G and 4xSFP+ (shared) Managed Switch
    - M4300-24XF (XSM4324FS) 24xSFP+ and 2x10G (shared) Managed Switch
    - M4300-24X24F (XSM4348S) 24x10G and 24xSFP+ Managed Switch
    - M4300-48X (XSM4348CS) 48x10G and 4xSFP+ (shared) Managed Switch
    - M4300-48XF (XSM4348FS) 48xSFP+ and 2x10G (shared) Managed Switch

- M4300-96X (M4300-96X) Modular, 12-slot empty Managed Switch
  - M4300-28G (GSM4328S) 24x1G, 2x10G, and 2xSFP+ Managed Switch
  - M4300-52G (M4300-52G) 48x1G, 2x10G, 2xSFP+ Managed Switch
  - M4300-28G PoE+ (GSM4328PA) 24x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch
  - M4300-28G PoE+ (GSM4328PB) 24x1G PoE+ 630W, 2x10G, 2xSFP+ Managed Switch
  - M4300-52G-PoE+ (GSM4352PA) 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch
  - M4300-52G-PoE+ (GSM4352PB) 48x1G PoE+ 591W, 2x10G, 2xSFP+ Managed Switch
- ii. Including but not limited to the following Netgear Fully Managed M4200 Series Switches:
- M4200-10MG-PoE+ (M4200-10MG-PoE-Plus) 8xMulti-Gig PoE+ (240W) and 2xSFP+ (shared) Managed Switch
- iii. Including but not limited to the following Netgear Fully Managed M4100 Series Switches:
- M4100-D12G (M4100-D12G) 12x1G and 2xSFP (shared) Managed Switch
  - M4100-12GF (M4100-12GF) 12x1G and 12xSFP (shared) Managed Switch
  - M4100-26G (M4100-26G) 26x1G and 4xSFP (shared) Managed Switch
  - M4100-50G (M4100-50G) 50x1G and 4xSFP (shared) Managed Switch
  - M4100-26G-PoE (M4100-26G-POE) 26x1G PoE (192W) and 4xSFP (shared) Managed Switch
  - M4100-24G-PoE+ (M4100-24G-POE+) 24x1G PoE+ (380W) and 4xSFP (shared) Managed Switch
  - M4100-50G-PoE+ (M4100-50G-POE+) 50x1G PoE+ (380W) and 4xSFP (shared) Managed Switch
- iv. Including but not limited to the following Netgear Fully Managed M5300 Series Switches:
- M5300-28GF3 (GSM7328FS) 4x1G and 24 SFP+ Managed Switch
- v. Including but not limited to the following Netgear Fully Managed M6100 Series Switches:
- M6100-44G3-POE+ (XCM8903SK) Starter Kit w/1blade 40x1G, 4x10G, 1xPoE+ daughter card Managed Switch
  - M6100-44GF3 (XCM8903SF) Starter Kit w/1blade 40xSFP and 4x10G

Managed Switch

- M6100-24X3 (XCM8903SX) Starter Kit w/1blade 24x10G Managed Switch
  - M6100 Series (XCM8948) I/O blade 48x1G PoE+ Upgradeable for M6100 Series Managed Switch
  - M6100 (XCM8944) I/O blade 40x1G, 2x10G PoE+ Upgradeable for M6100 Series Managed Switch
  - M6100 Series (XCM8944F) I/O blade 2x10G, 40xSFP, 2xSFP+ for M6100 Series Managed Switch
  - M6100 (XCM8924X) I/O blade 24x10G, 16xSFP+ for M6100 Series Managed Switch
- vi. Including but not limited to the following Netgear Smart Switches:
- S350 Smart Switches (GS324T) 24-Port Gigabit Ethernet Smart Switch with 2 Dedicated SFP Ports
  - 10-Gigabit Smart Switch Series (XS708T) 8-Port 10-Gigabit Ethernet Smart Switch with 2 Copper/SFP+ Combo Ports
  - Smart Switch Series (GS510TLP) 8-Port Gigabit PoE+ Ethernet Smart Switch with 2 Dedicated SFP Ports (75W)
  - Smart Switch Series (GS510TPP) 8-Port Gigabit Ethernet High-Power PoE+ Smart Switch with 2 Dedicated SFP Ports (190W)
  - Multi-Gigabit Ethernet Smart Switches (MS510TX) 8-Port Multi-Gigabit Ethernet Smart Switch with 2 Dedicated 10-Gigabit Uplink Ports (1 Copper/1 SFP+)
  - Multi-Gigabit Ethernet Smart Switches (MS510TXPP) 8-Port Multi-Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated 10-Gigabit Uplink Ports (1 Copper/1 SFP+)
  - Multi-Gigabit Ethernet Smart Switches (MS510TXUP) 8-Port Multi-Gigabit/10G Ethernet Ultra60 PoE++ Smart Switch with 2 SFP+ Ports
  - Multi-Gigabit Ethernet Smart Switches (MS510TXM) 8-Port Multi-Gigabit/10G Ethernet Smart Switch with 2 SFP+ Ports
  - Standalone Smart Switch Series (GS418TPP) 16-Port 10/100/1000 PoE+ Smart Switch with 2 Gigabit SFP Ports
  - Smart Switch Series (GS724Tv4) 24-Port Gigabit Ethernet Smart Switch with 2 Dedicated SFP Ports
  - 10-Gigabit Smart Switch Series (XS728T) 24-Port 10-Gigabit Ethernet Smart Switch with 4 Dedicated SFP+ Ports
  - S3300 - Gigabit Stackable Smart Switches (S3300-28X) 28-Port Gigabit Stackable Smart Switch with 2-Port 10G Copper and 2-Port 10G SFP+

- S3300 - Gigabit Stackable Smart Switches (S3300-28X-PoE+) 28-port PoE+ Gigabit Stackable Smart Switch
  - Smart Switch Series (GS748Tv5) 48-Port Gigabit Ethernet Smart Switch With 2 Dedicated SFP Ports
  - 10-Gigabit Smart Switch Series (XS748T) 48-Port 10-Gigabit Ethernet Smart Switch with 4 Dedicated SFP+ Ports
  - S3300 - Gigabit Stackable Smart Switches (S3300-52X) 52-Port Gigabit Stackable Smart Switch with 2-Port 10G Copper and 2-Port 10G SFP+
  - S3300 - Gigabit Stackable Smart Switches (S3300-52X-PoE+) 52-Port Gigabit Stackable Smart PoE+ Switch with 2-Port 10G Copper and 2-Port 10G SFP+ (195W)
  - S350 Smart Switches (GS308T) 8-Port Gigabit Ethernet Smart Switch
  - S350 Smart Switches (GS310TP) 8-Port Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated SFP Ports (55W)
  - S350 Smart Switches (GS324TP) 24-Port Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated SFP Ports (180W)
  - S350 Smart Switches (GS348T) 48-Port Gigabit Ethernet Smart Switch with 4 Dedicated SFP Ports
- vii. Including but not limited to the following Netgear Smart Cloud Managed Switches:
- Smart w/ optional Cloud (GS724TPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch with 2 SFP Ports (190W)
  - Stackable Smart Switch Series (GS728TPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (190W)
  - Smart w/ optional Cloud (GS716TPP) 16-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Cloud/Remote Management and 2 SFP Ports (300W)
  - Smart w/ optional Cloud (GS724TPP) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Ports (380W)
  - Smart w/ optional Cloud (GS110TPv3) 8-Port Gigabit PoE+ Ethernet Smart Switch with 2 SFP Ports and Cloud Management (55W)
  - Smart w/ optional Cloud (GS752TPv2) 48-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (380W)
  - Smart w/ optional Cloud (GS752TPP) 48-Port Gigabit PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (760W)
  - Smart w/ optional Cloud (GC752XP) 52-Port Gigabit Ethernet PoE+

Smart w/optional Remote/Cloud Management Switch (505W)

- Smart w/ optional Cloud (GS716TP) 16-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Cloud/Remote Management and 2 SFP ports (180W)
- Smart w/ optional Cloud (GS728TPPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (380W)
- Smart w/ optional Cloud (GS108Tv3) 8-Port Gigabit Ethernet Smart Switch with Cloud Management
- Smart Pro w/ optional Cloud (GC510P) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Fiber Ports (134W)
- Smart w/ optional Cloud (GC108PP) 8-Port Gigabit Ethernet PoE+ Smart Switch with optional Remote/Cloud and NETGEAR FlexPoE Power (126W)
- Smart w/ optional Cloud (GS110TPP) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 Copper Ports (120W)
- Smart w/ optional Cloud (GC108P) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and NETGEAR FlexPoE Power (64W)
- Smart w/ optional Cloud (GS710TUP) 10-Port Gigabit Ethernet High-Power PoE+ with PoE++ Ports Smart Rackmount Switch (480W)
- Smart w/ optional Cloud (GS110TUP) 10-Port Gigabit Ethernet High-Power PoE+ with PoE++ Ports Smart Desktop Switch (240W)
- Smart w/ optional Cloud (GC752X) 52-Port Gigabit Ethernet Smart w/optional Remote/Cloud Management Switch
- Smart w/ optional Cloud (GC728XP) 28-Port Gigabit Ethernet PoE+ Smart w/optional Remote/Cloud Management Switch (390W)
- Smart w/ optional Cloud (GC728X) 28-Port Gigabit Ethernet Smart w/optional Remote/Cloud Management Switch
- Smart w/ optional Cloud (GC510PP) 8-Port Gigabit Ethernet High-Power PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Fiber Ports (195W)

3. “Accused Functionalities” means the technologies described in the claims of the Patents-in-Suit, in the claim charts attached to the complaint in each of the Actions, and as described in Plaintiff’s Infringement contentions.

4. “Communication” means any form of oral or written interchange or attempted interchange, formal or informal, at any place or under any circumstances whatsoever whereby information of any nature is transmitted or transferred, including but not limited to any note, memorandum, letter, correspondence or other document, electronic mail message, telephone call, and/or conversation, discussion, meeting and/or other record thereof, or a single person seeing or hearing any information by any means.

5. “Complaint” means and refers to Plaintiff WSOU’s Amended Complaint For Patent Infringement, filed in each of the Actions on July 30, 2021, and any amendments thereto.

6. “Concern,” “Concerning,” “Relate,” “Related” or “Relating” shall mean in connection with, referring to, regarding, referencing, reflecting, describing, discussing, evidencing, supporting, indicating, containing, stating, mentioning, embodying, pertaining to, setting forth, commenting on, assessing, recording, constituting, comprising, touching upon, summarizing or having any logical or factual connection whatsoever to the subject matter in question.

7. “Date” means the exact day, month, and year if so ascertainable, or if not, the best approximation (including relationship to seasons and other events).

8. “Defendant” “Netgear” “You” or “Your” means and includes Defendant Netgear, Inc., and any other person, including, all affiliates, related entities, parents, subsidiaries, branches, divisions, predecessors, successors, and assigns, and all present and past officers, directors, employees, agents, consultants, attorneys, accountants, administrators, representatives, investigators, distributors, salespersons, sales representative, licensors, licensees, and all other persons or organizations or others acting or purporting to act on behalf, or under the control, of each of the foregoing, including all temporary employees and independent contractors.

9. “Describe,” when used with reference to a technology, means to (a) describe it with specificity; (b) identify all uses You have made, are making, or plan to make of it; (c) describe each system, service, method, or apparatus (including any research or engineering project) developed, made, used, imported, sold, or offered to sell in the United States by You, or that You intend to develop, make, use, import, sell, or offer for sale in the United States, that uses it; and (d) identify all internal or commercial names or designations.

10. “Document” or “Documents” means the original and each non-identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic, or other matter, in whatever form, whether final or draft, including but not limited to all materials and things that constitute “writings,” “recordings,” or “photographs” within the meaning of Rule 1001 of the Federal Rules of Evidence or “documents” within the meaning of Rule 34 of the Federal Rules of Civil Procedure. The terms “Document” or “Documents” include without limitation, electronically stored information, electronic mail, or e-mail, intra, or inter-office communications (as defined herein), transcripts, judicial pleadings, petitions, motions, declarations, affidavits, electronic, magnetic, optical, or magneto-optical records, computer data, however stored, including data stored on or in diskettes or cartridges and disk drives, data cards, data processing files and other computer-readable records or programs, object code, source code, microcode, or anything similar to any of the foregoing, however denominated by the responding party. Any Document bearing any marks, including without limitation initials, stamped indicia, comments, highlighting, marginalia, or other notations not a part of the original text or reproduction thereof, is a separate Document that is also included in the request.

11. “Identify” shall be construed as follows:

a. “Identify” a communication, record, document, thing, source of information or other requested item means to list, to the extent known, the following information:

- i. the source(s) or author(s) of the requested item;
  - ii. the recipient(s) of the requested item;
  - iii. the date of the requested item;
  - iv. where the requested item is located;
  - v. whether the requested item was made, sent, recorded or maintained in the ordinary course of business; and
  - vi. the substance of any information contained in the requested item.
- b. “Identify” a fact means to state, to the extent known, the following information: a specific explanation, description, or narrative of the fact including all information relevant thereto; and all persons, communications, and documents relating to that fact.
- c. “Identify” a person means to list, to the extent known, the following information:
- i. name;
  - ii. title and position (if a natural person);
  - iii. last known business address;
  - iv. last known home address, if applicable; and
  - v. if the person identified is not a natural person, the name and address of the natural person employed by or otherwise associated with the identified person whom You believe has the most knowledge regarding the subject matter of each request.

12. “Infringe” or any variant thereof, including but not limited to “infringing” and “infringement,” refers to any infringement under 35 U.S.C. § 271, whether direct, indirect, by equivalents, contributory, by inducement, literal, or by the doctrine of equivalents.

13. “Patents-in-Suit” means U.S. Patent Nos. 7,512,096, 9,338,171 and 7,551,630.

14. “Patented Technology” means all technologies described in the claims of the Patent-in-Suit.

15. “Person” or “Entity” means any natural person or business, legal or governmental entity, or association.



16. “Plaintiff” or “WSOU” means Plaintiff WSOU Investments, LLC and all of its affiliates, officers, employees, agents, representatives, contractors, consultants, attorneys, successors, and assigns.

17. “Product” or “products” shall be construed broadly, and shall mean any hardware product, software product, service, device, apparatus, component, or other instrumentality so as to bring within the scope of the Request all documents that otherwise could be construed to be outside of its scope.

18. “Related Patents” or “Related Patent Applications” means: (a) any patents or patent applications in the chain of patents and patent applications that led to the issuance of the Patents-in-Suit; (b) any continuation, continuation-in-part, or division of any such applications, whether or not such continuation, continuation-in-part, or division has been abandoned or is currently pending; (c) any reexaminations, reissue applications, or applications by or through which the Patents-in-Suit claims priority; (d) any patents or applications that are referenced in or incorporated by reference into the Patent-in-Suit; or (e) any patents or applications claiming priority to (a), (b), or (c) above, including without limitation foreign counterparts.

19. “Related Products” or “Related Product” means and includes any products, services, software, and/or applications that are related to the Accused Products and that are developed, made, used, sold, offered for sale, imported, and provided by Netgear.

20. “Third party” or “third parties” means any individual, entity, organization, partnership, or corporation that is not a party to this Action.

21. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary so as to bring within the scope of the Request all responses that might otherwise be construed to be outside of its scope.

22. The terms “any,” “all,” and “each” shall be construed broadly, and shall mean any, all, and each as necessary so as to bring within the scope of the Request all responses that otherwise could be construed to be outside of its scope.

23. The use of the singular form of any word includes the plural and vice versa.

### **TOPICS FOR TESTIMONY**

1. The identity, design, development, history, testing, implementation, functionality, marketing, sale, offering for sale, and operation of the Patented Technology, Accused Products, and Related Products.

2. All communications and Documents involving You that refer to, mention, or discuss the Patent-in-Suit, Related Patents, and/or Related Patent Applications.

3. Netgear’s decision to design, develop, sell, provide, or offer the Accused Products and Related Products.

4. Netgear’s decision to provide or include the Patented Technology in any software program, hardware, or module developed, sold, provided, or offered by Netgear.

5. Netgear’s decision to provide or include the Accused Products with any other software program, including Related Products.

6. Any valuation performed with regard to the Patented Technology, Accused Products, and/or Related Products.

7. Consumer demand or customer demand, including any efforts Netgear has engaged in to study, or understand consumer demand or customer demand, for the Accused Products and Related Products.

8. Marketing information, consumer surveys, marketing studies, business plans, strategic plans, reports to management, and/or correspondence relating to the Accused Products and Related Products.

9. How Netgear markets, advertises and promotes the Accused Products, including but not limited to what features, functions, and capabilities Netgear advertises as differentiating the Accused Products and Related Products from competing products.

10. The market dynamics and competition for the Accused Products and Related Products from 2014 to the present, including without limitation Netgear's knowledge about its major competitors in the space and the reasons for Netgear's successes and failures in the space.

11. Netgear's past, present, and future assessment of its market share, state of competition, competitors, and customer demand for the Accused Products and Related Products.

12. Any license agreements, covenants-not-to-sue, settlement agreements, and/or purchase agreements that Netgear has entered into relating to the Accused Products and Related Products.

13. Any and all license agreements that You contend are technically comparable to the Patent-in-Suit.

14. Existing Netgear agreements, contracts, patent licenses, or other licenses concerning the Patented Technology.

15. The identity, negotiation, terms, and amounts paid for all technology or patent licenses and/or royalty agreements entered into by Netgear as a licensee or licensor relating to the Accused Products, Related Products, and any other products capable of performing the functions of the Patented Technology.

16. Netgear's formal or informal policies, procedures, guidelines or practices for handling, negotiating, reviewing, editing, executing or otherwise dealing with agreements relating to patent rights (including patent licenses), both present and historical, including what Person(s) at Netgear is involved in or responsible for such agreements and the factors Netgear considers when negotiating license agreements or attempting to determine the value of patents. This topic includes, but is not limited to, any standard rates Netgear charges for licensing its patents, or is willing to pay to license third parties' patents, as well as the factors that go into Netgear's decision-making around licensing.

17. Netgear's income statements reflecting revenues, costs, and profits associated with the Accused Products and Related Products from 2014 to the present.

18. Netgear's gross revenues, net revenues, costs, gross profits, net profits, and profit margins associated with the Accused Products and Related Products from 2014 to the present.

19. Netgear's sales, costs, marketing, revenues, profits, expenses, usage statistics, and margins associated with the Accused Products and Related Products, including without limitation how Documents and information reflecting the same are maintained, where they are kept, and how the information within any such Documents is organized.

20. The cost of developing, testing, and bringing to market each Accused Product and Related Products.

21. Netgear's pricing, pricing structure, and licensing configuration of the Accused Products and Related Products from 2014 to the present. This topic includes Netgear's pricing decisions related to the Accused Products and Related Products.

22. The expected, planned, and forecasted profitability, revenues, and sales of the Accused Products and Related Products.

23. Any benefits, financial or otherwise, that Netgear receives, directly or indirectly, relating to the Accused Products and Related Products.

24. Netgear's knowledge or awareness of the Patent-in-Suit, including but not limited to the date and circumstances of when Netgear first had notice or became aware of the Patent-in-Suit and the identity of all individuals relevant to that notice or awareness.

25. The presence or absence of acceptable non-infringing alternatives to the inventions claimed in the Patent-in-Suit.

26. The cost to use any acceptable non-infringing alternatives to the inventions claimed in the Patent-in-Suit.

27. Any effort made by, on behalf of, or at the request of Netgear to design around and/or develop a non-infringing alternative to the Patent-in-Suit, including the facts and circumstances concerning such efforts, any reason for not implementing or deploying any design around or non-infringing alternative to the Patent-in-Suit, the existence or feasibility of implementing any such design around or non-infringing alternative, any plans or strategies for designing or developing any such design around or non-infringing alternative, any benefits or disadvantages of any such design around or non-infringing alternative, and the costs, engineering requirements, and/or changes necessary to implement any such design around or non-infringing alternative.

28. Any evaluations, analyses, or other efforts by Netgear to determine if any Accused Products would infringe the Patent-in-Suit, including the facts and circumstances of those efforts, the results of those efforts, any opinions of counsel relating to such efforts or patents, and any conclusion as to whether or not Netgear needed or should obtain a license to the Patent-in-Suit.

29. All facts and circumstances relating to any searches, studies, or opinions, performed by or on behalf of Netgear relating to whether the Patent-in-Suit is valid or invalid, or enforceable or unenforceable.

30. Netgear's business strategy surrounding the Accused Products and Related Products, and how this strategy fits into Netgear's broader strategic goals. This topic includes but is not limited to business plans and strategic initiatives related to the Accused Products and Related Products.

31. Netgear's corporate structure and organization.

32. All facts and circumstances that support or refute the basis for any of Netgear's affirmative defenses and/or counterclaims.

33. All facts and circumstances that support or refute the basis for any of Netgear's claims for declaratory judgment.

34. The search made for Documents to produce in each of the Actions.

35. The identity and content of the Documents produced by Netgear in each of the Actions.

36. The circumstances under which the Documents produced by Netgear in each of the Actions were made and kept, including confirmation or denial that the Documents produced were (a) made at or near the time by (or from information transmitted by) someone with knowledge, (b) kept in the regular course of Netgear's business, and (c) made as a regular practice of Netgear's business.

37. Netgear's policies, practices, and procedures as they relate to document management, storage, and preservation, including both paper and electronic document management, storage, and preservation.

38. Netgear's responses to interrogatories, including the identity and location of persons most knowledgeable about the same.
39. The identity and location of persons most knowledgeable about the foregoing topics.
40. The identity and location of Documents concerning each of the foregoing topics.

**EXHIBIT A**  
**DEFINITIONS**

1. “Action(s)” shall mean *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1117-MN-CJB, *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1119-MN-CJB, and *WSOU Investments, LLC d/b/a Brazos Licensing and Development v. Netgear, Inc.*, C.A. No. 1:21-1120-MN-CJB, pending in the United States District Court for the District of Delaware.

2. “Accused Products” or “Accused Product” means and includes all past, current and future hardware and software products and services developed, made, used, offered for sale, sold, imported, and provided by Netgear that contain or makes use of the Accused Functionalities (defined below). Accused Products include, but are not limited to, the products and services specifically identified in the Actions and Brazos’s Identification of Accused Products and Asserted Patents served on December 23, 2021 in each of the Actions (and any amendments thereto), as well as products and services that operate substantially similar to the products and services specifically identified in the Actions. *See O2 Micro Int’l, Ltd. v. Monolithic Power Sys.*, 467 F.3d 1355, 1363 (Fed.Cir.2006); *Honeywell Int’l, Inc. v. Acer Am. Corp.*, 655 F.Supp.2d 650, 655-656 (E.D.Tex.2009); *Nidec Corp. v. LG Innotek Co., Ltd.*, No. 6:07-CV-108, 2009 WL 3673253, at \*2 (E.D.Tex. Sept. 2, 2009). Accused Products include, but are not limited to:

- a. In connection with the ’096 Patent: Netgear devices implementing MU-MIMO (including but not limited to Netgear Wireless Access Points, Netgear WiFi Routers, Netgear WiFi Mesh Systems, Netgear Whole Home Mesh WiFi, Netgear Cable Modem Routers, Netgear 4G WiFi Routers, Netgear Wireless Bridges, Netgear Mobile Hotspots, Netgear WiFi Range Extenders, Netgear Gaming Routers)
  - i. Including but not limited to the following Netgear Wireless Access Points:
    - Premium Wireless (WAC740) 802.11ac 4x4 Wave 2 Wireless Access Point



- Essentials WiFi 6 (WAX202) Essentials WiFi 6 AX1800 Dual Band Access Point
- Essentials WiFi 6 (WAX204) Essentials WiFi 6 AX1800 Dual Band Access Point
- Essentials WiFi 6 (WAX206) Essentials WiFi 6 AX3200 Dual Band Access Point
- AX1800 WiFi 6 Access Point (WAX214) Essentials WiFi 6 AX1800 Dual Band Wall/Ceiling Mount, PoE Powered, Local Management
- AX3600 WiFi 6 Access Point (WAX218) Essentials WiFi 6 AX3600 Dual Band Wall/Ceiling Mount, PoE Powered, Local Management
- Cloud Managed WiFi (WAX630) AX6000 Tri-Band PoE Multi-Gig WiFi 6 Access Point
- Cloud Managed WiFi (WAX630PA) AX6000 Tri-Band PoE Multi-Gig WiFi 6 Access Point with Power Adapter
- Cloud Managed WiFi (WAX620) AX3600 Dual Band PoE Multi-Gig WiFi 6 Access Point
- Cloud Managed WiFi 6 (WAX610) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point
- Cloud Managed WiFi 6 (WAX610Y) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Outdoor Access Point
- Cloud Managed WiFi 6 (WAX610PA) AX1800 Dual Band PoE Multi-Gig Insight Managed WiFi 6 Access Point with Power Adapter
- AX1800 WiFi 6 Access Point (WAX214PA) Essentials WiFi 6 AX1800 Dual Band Wall/Ceiling Mount with Power Supply, Local Management
- AX3600 WiFi 6 Access Point (WAX218PA) Essentials WiFi 6 AX3600 Dual Band Wall/Ceiling Mount with Power Supply, Local Management
- Cloud Managed WiFi (WAC540) AC3000 Tri-Band PoE Insight Managed Smart Cloud Wireless Access Point
- Cloud Managed WiFi 6 (WAX620PA) AX3600 Dual Band Multi-Gig WiFi 6 Access Point with Power Adapter
- Cloud Managed WiFi (WAC510) AC1300 Dual Band PoE Insight Managed Smart Cloud Wireless Access Point

- Essentials Wireless (WAC124) AC2000 Dual Band 4x4 Wireless Access Point
- ii. Including but not limited to the following WiFi Mesh Systems:
- AX1800 WiFi Mesh System (SXX30) Orbi Pro WiFi 6 Mini AX1800 Mesh System (SXX30)
  - Orbi Pro WiFi 6 (SXX80) AX6000 Tri-Band Orbi Pro WiFi 6 WiFi System
  - AX6000 WiFi Mesh Router (SXR80) Tri-Band Orbi Pro WiFi 6 AX6000 WiFi Router (SXR80)
  - AX1800 WiFi Mesh Router (SXR30) Orbi Pro WiFi 6 Mini AX1800 Router (SXR30)
  - AX1800 WiFi Mesh Satellite (SXS30) Orbi Pro WiFi 6 Mini AX1800 Satellite (SXS30)
  - AX6000 WiFi Mesh System (SXS80) Tri-Band Orbi Pro WiFi 6 Add-On Satellite
  - Orbi Pro WiFi 5 (SRK60) AC3000 Tri-Band Orbi Pro Business WiFi System
  - Orbi Pro WiFi 5 (SRR60) AC3000 Tri-Band Orbi Pro Business WiFi Router
  - Orbi Pro WiFi 5 (SRC60) AC3000 Add-on Orbi Pro Ceiling Satellite
  - Orbi Pro WiFi 5 (SRS60) AC3000 Tri-Band Orbi Pro Business WiFi Add-on Satellite
- iii. Including but not limited to the following Whole Home Mesh Wifi:
- AXE11000 WiFi Mesh System (RBKE963) NETGEAR® Orbi™ Quad-band WiFi 6E Mesh System, 10.8Gbps, Router + 2 Satellites
  - AXE11000 WiFi Satellite (RBSE960) NETGEAR® Orbi Quad-band WiFi 6E Mesh Add-on Satellite, 10.8Gbps
  - AX6000 WiFi Mesh System (RBK852) Orbi Tri-Band Mesh WiFi 6 System, 6Gbps, Router + 1 Satellite
  - AX6000 WiFi Mesh System (RBK853) Orbi Tri-band Mesh WiFi 6 System, 6Gbps Router + 2 Satellites
  - AX6000 WiFi Mesh System (RBK854) Orbi Tri-band Mesh WiFi 6 System, 6Gbps Router + 3 Satellites

- Orbi Protection+ 3 Pack Orbi Tri-band mesh WiFi 6 system, 6Gbps router + 2 satellites with NETGEAR Armor and extended 2-year warranty and 24/7 Tech Support
- Orbi Protection+ 4 Pack Orbi Tri-band mesh WiFi 6 system, 6Gbps router + 3 satellites with NETGEAR Armor and extended 2-year warranty and support
- AX4200 WiFi Mesh System (RBK752) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
- AX4200 WiFi Mesh System (RBK753) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 2 Satellites
- AX4200 WiFi Mesh System (RBK754) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 3 Satellites
- 5G WiFi Mesh System, AX4200 (NBK752) Orbi 5G Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
- AX4200 WiFi Mesh System (CBK752) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Built-in Cable Modem Router + 1 Satellite
- AX4200 WiFi Mesh System (CBK753) Orbi Tri-Band WiFi 6 Mesh System, 4.2Gbps, Built-in Cable Modem Router + 2 Satellites
- Dual-band AX1800 2-Pack (MK62) Nighthawk Dual-Band WiFi 6 Mesh System with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- Dual-band AX1800 4-Pack (MK64) Nighthawk Dual-Band WiFi 6 Mesh System 1.8Gbps Router + 3 Satellites with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- Tri-band AX3600 3-Pack (MK83) Nighthawk Tri-band Mesh WiFi 6 System 3.6Gbps Router + 2 Satellites with NETGEAR Smart Parental Controls™ and with NETGEAR Armor™
- Tri-band AX3600 4-Pack (MK84) Nighthawk Tri-band Mesh WiFi 6 System 3.6Gbps Router + 3 Satellites
- AC3000 Mesh WiFi Range Extender (RBS50Y) Orbi Tri-band Mesh WiFi Outdoor Satellite Range Extender, 3Gbps
- AC3000 WiFi Satellite (RBS50) Orbi Tri-band Add-on Satellite, 3Gbps
- AX6000 WiFi Satellite (RBS850) Orbi Tri-band Mesh WiFi 6 Add-on Satellite, 6Gbps

- AC3000 Mesh WiFi System (RBK50) Orbi Tri-band Mesh WiFi System, 3Gbps, Router + 1 Satellite
- AX4200 WiFi Cable Modem Router (CBR750) Orbi Tri-Band WiFi 6 Mesh Router 4.2Gbps, Built-in Cable Modem Router
- AC1200 WiFi Satellite (RBS10) Orbi Dual-band Add-on Satellite, 1.2Gbps
- Dual-band AX1800 Add-On Satellite (MS60) Nighthawk Dual-Band WiFi 6 Mesh Add-on Satellite
- AX4200 WiFi Satellite (RBS750) Orbi Tri-band WiFi 6 Add-on Satellite, 4.2Gbps
- AX1800 Mesh WiFi System (MK63S) Nighthawk Dual-Band WiFi 6 Mesh System, 1.8Gbps, with 90 days of NETGEAR Armor included, Router + 2 Satellites
- AC1200 Mesh WiFi System (RBK14) Orbi Dual-band Mesh WiFi System, 1.2Gbps, Router + 3 Satellites
- AC1200 Mesh WiFi System (RBK13) Orbi Dual-band Mesh WiFi System, 1.2Gbps, Router + 2 Satellites
- AC2200 LTE Mesh Router (LBR20) Orbi 4G LTE Advanced Modem + Tri-Band Mesh WiFi Router
- Tri-band AX3600 Add-On Satellite (MS80) Nighthawk Tri-Band WiFi 6 Mesh Add-on Satellite
- AXE11000 WiFi Mesh System (RBKE963B) NETGEAR® Orbi Quad-band WiFi 6E Mesh System, 10.8Gbps, Router + 2 Satellites – Black Edition
- AX3000 WiFi Mesh System (RBK653) NETGEAR® Orbi™ Tri-band WiFi 6 Mesh System, 3Gbps, Router + 2 Satellites
- AC3000 Mesh WiFi System+Smart Speaker (RBK50V) Orbi Tri-band Mesh WiFi System with Rich Sound, 3Gbps, Router + Voice Satellite
- AC2200 Mesh WiFi System (RBK23) Orbi Tri-band Mesh WiFi System, 2.2Gbps, Router + 2 Satellites
- Dual-band AX1800 3-Pack (MK63) Nighthawk Dual-Band WiFi 6 Mesh System 1.8Gbps Router + 2 Satellites

- AX5700 WiFi Mesh System (RBK843S) Orbi Tri-Band WiFi 6 Mesh System, with Advanced Cyber Threat Protection, 5.7Gbps Router + 2 Satellites
- AC2200 Voice & Mesh WiFi Extender (RBS40V-200) Orbi Tri-band Smart Speaker & Mesh WiFi Extender, 2.2Gbps
- AX4200 WiFi Mesh System (RBK753S) Orbi Tri-Band WiFi 6 Mesh System with Advanced Cyber Threat Protection, 4.2Gbps, Router + 2 Satellites

iv. Including but not limited to the following Netgear WiFi Routers:

- AXE11000 WiFi Router (RAXE500) Nighthawk® Tri-Band WiFi 6E Router (up to 10.8Gbps) with new 6GHz band & NETGEAR Armor™
- AX1800 WiFi Router (RAX10) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX1800 WiFi Router (RAX20) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™, USB 3.0 port
- AX2400 WiFi Router (RAX30) Nighthawk® AX 5-Stream Dual-Band WiFi 6 Router (up to 2.4Gbps) with NETGEAR Armor™
- AX4200 WiFi Router (RAX43) Nighthawk® 5-Stream Dual-Band WiFi 6 Router (up to 4.15Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX5400 WiFi Router (RAX50) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 5.4 Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX6600 WiFi Router (RAX70) Nighthawk® 8-Stream Tri-Band WiFi 6 Router (up to 6.6Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX6000 WiFi Router (RAX80) Nighthawk® 8-Stream Dual-Band WiFi 6 Router (up to 6Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO, USB 3.0 ports
- AX6000 WiFi Router (RAX120) Nighthawk® 12-Stream Dual-Band WiFi 6 Router (up to 6Gbps) with NETGEAR Armor™, MU-MIMO, USB 3.0 ports
- AX11000 WiFi Router (RAX200) Nighthawk® 12-Stream Tri-Band WiFi 6 Router (up to 10.8Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO, USB 3.0 ports

- AC4000 WiFi Router (R8000P) Nighthawk® X6S Tri-Band WiFi Router (up to 4Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
- AC2300 WiFi Router (R7000P) Nighthawk® Dual-Band WiFi Router (up to 2.2Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
- AX1800 WiFi Router (RAX15) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™, USB 3.0 port
- AX3000 WiFi Router (RAX35) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX3000 WiFi Router (RAX38) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with USB 3.0 port, NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX3000 WiFi Router (RAX40) Nighthawk® 4-Stream Dual-Band WiFi 6 Router (up to 3Gbps) with USB 3.0 port, NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX4200 WiFi Router (RAX42) Nighthawk® Dual-Band WiFi 6 Router (up to 4.2Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX4300 WiFi Router (RAX45) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 4.3 Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
- AX5200 WiFi Router (RAX48) Nighthawk® 6-Stream Dual-Band WiFi 6 Router (up to 5.2Gbps)
- AX6200 WiFi Router (RAX78) Nighthawk® 8-Stream Tri-Band WiFi 6 Router (up to 6.2Gbps) with NETGEAR Armor™, MU-MIMO, USB 3.0 port
- AXE10000 WiFi Router (RAXE450) Nighthawk® Tri-Band WiFi 6E Router (up to 9.55Gbps) with new 6GHz band & NETGEAR Armor™
- AC3000 WiFi Router (R7850) Nighthawk® X6 Tri-Band WiFi Router (up to 3Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls
- AC2600 WiFi Router (R7800) Nighthawk® X4S Dual-Band WiFi Router (up to 2.53Gbps) with MU-MIMO

- AC1900 WiFi Router (R6900P) Nighthawk® Dual-Band WiFi Router (up to 1.9Gbps) with NETGEAR Armor™, Circle® Smart Parental Controls, MU-MIMO
  - AC2000 WiFi Router (R6850) Dual-Band WiFi Router (up to 2Gbps) with MU-MIMO
  - AX1800 WiFi Router (R6700AX) 4-Stream Dual-Band WiFi 6 Router (up to 1.8Gbps) with NETGEAR Armor™ & NETGEAR Smart Parental Controls™
  - AC1750 WiFi Router (R6350) Dual-Band WiFi Router (up to 1.75Gbps) with MU-MIMO
  - AC1600 WiFi Router (R6330) Dual-Band WiFi Router (up to 1.6Gbps) with MU-MIMO
  - AC1600 WiFi Router (R6260) Dual-Band WiFi Router (up to 1.6Gbps)
  - AC1000 WiFi Router (R6080) Dual-Band WiFi Router (up to 1Gbps)
  - AC750 WiFi Router (R6020) WiFi Router (R6020)
- v. Including but not limited to the following Netgear Cable Modem Routers:
- AX6000 WiFi Cable Modem Router (CAX80) Nighthawk® DOCSIS® 3.1 6Gbps Two-in-one Cable Modem + WiFi 6 Router
  - AX4200 WiFi Cable Modem Router (CBR750) Orbi Tri-Band WiFi 6 Mesh Router 4.2Gbps, Built-in Cable Modem Router
  - AC1900 WiFi Cable Modem Router for Xfinity® Internet & Voice (C7100V) Nighthawk® DOCSIS® 3.0 1.9Gbps Two-in-one Cable Modem + WiFi Router
- vi. Including but not limited to the following Netgear 4G WiFi Routers
- 5G WiFi Mesh System, AX4200 (NBK752) Orbi 5G Tri-Band WiFi 6 Mesh System, 4.2Gbps, Router + 1 Satellite
  - AC2200 LTE Mesh Router (LBR20) Orbi 4G LTE Advanced Modem + Tri-Band Mesh WiFi Router
  - 4G LTE WiFi 6 Router (LAX20) Nighthawk® AX4 4G LTE Modem + WiFi 6 Router
- vii. Including but not limited to the following Netgear Wireless Bridges:
- Wireless AirBridge (WBC502) Insight Instant Wireless AirBridge

viii. Including but not limited to the following Netgear Mobile Hotspots:

- 5G WiFi 6 Mobile Hotspot Router (MR5100) Nighthawk 5G WiFi 6 Mobile Hotspot Pro for AT&T
- 5G WiFi 6 Mobile Router (MR5200) Nighthawk M5 5G WiFi 6 Mobile Router Unlocked

ix. Including but not limited to the following Netgear WiFi Range Extenders:

- AX6000 WiFi Mesh Extender (EAX80) Nighthawk® AX8 WiFi Mesh Extender, 6Gbps
- AX1800 WiFi Mesh Extender (EAX15) Dual-band WiFi 6 Mesh Extender, 1.8Gbps, Wall-plug, Internal Antenna
- AX1600 4-Stream WiFi 6 Mesh Extender (EAX12) Dual-band WiFi 6 Mesh Extender, 1.6Gbps, Wall-plug, Internal Antenna
- AC1750 WiFi Mesh Extender (EX6250) Dual-band WiFi Mesh Extender, 1.7Gbps, Wall-plug, Internal Antenna
- AX1800 WiFi Mesh Extender (EAX20) NETGEAR® Dual-band WiFi 6 Mesh Extender, 1.8Gbps
- AC2200 WiFi Mesh Extender (EX7300) Nighthawk® X4 Dual-band WiFi Mesh Extender, 2.2Gbps, Wall-plug, Internal Antenna
- AC1900 WiFi Mesh Extender (EX6400) Dual-band WiFi Mesh Extenders - Essentials Edition, 1.9Gbps, Wall-plug, Internal Antenna
- AX1750 WiFi Mesh Extender (EAX18) NETGEAR® Dual-band WiFi 6 Mesh Extender, 1.75Gbps
- AX1600 4-Stream WiFi 6 Mesh Extender (EAX11) Dual-band WiFi 6 Mesh Extender, 1.6Gbps, Wall-plug, Internal Antenna
- AX1800 WiFi Mesh Extender (EAX14) Dual-band WiFi 6 Mesh Extender, 1.8Gbps, Wall-plug, Internal Antenna
- AC3000 WiFi Mesh Extender (EX8000) Nighthawk® X6S Tri-band WiFi Mesh Extender, 3Gbps
- AC2200 WiFi Mesh Extender (EX7500) Nighthawk® X4S Tri-band WiFi Mesh Extender, 2.2Gbps, Wall-plug, Internal Antenna
- AC2200 WiFi Mesh Extender (EX7700) Nighthawk® X4S Tri-band WiFi Mesh Extender, 2.2Gbps



- x. Including but not limited to the following Netgear Gaming Routers:
  - AX5400 WiFi Gaming Router (XR1000) Nighthawk 6-Stream WiFi 6 5.4Gbps Gaming Router
  - Nighthawk Pro Gaming (XR500) AC2600 Gaming Router with 4 Ethernet Ports and Wireless speeds up to 2.6 Gbps
  - Nighthawk Pro Gaming (XRM570) AC2600 Gaming WiFi Router and Mesh WiFi System with DumaOS
  - Nighthawk Pro Gaming (XR700) WiFi Router with 6 Ethernet Ports and Wireless Speeds Up to 7.2 Gbps, AD7200
- b. In connection with the '171 Patent: Netgear Access Points including but not limited to:
  - Insight Managed Smart Cloud Wireless Access Point (WAC505)
  - Insight Managed Smart Cloud Wireless Access Point (WAC510)
  - WAC720 Business 2 x 2 Dual Band Wireless-AC Access Point
  - WAC730 Business 3 x 3 Wireless-AC
- c. In connection with the '630 Patent: Netgear Switches (including but not limited to Netgear Fully Managed M4300 Series Switches, Netgear Fully Managed M4200 Series Switches, Netgear Fully Managed M4100 Series Switches, Netgear Fully Managed M5300 Series Switches, Netgear Fully Managed M6100 Series Switches, Netgear Smart Switches, Netgear Smart Cloud Managed Switches).
  - i. Including but not limited to the following Netgear Fully Managed M4300 Series Switches:
    - M4300-8X8F (XSM4316S) 8X10G, 8XSFP+ Managed Switch
    - M4300-16X (XSM4316PA) 16x Multi-Gig, PoE+ (199W) Managed Switch
    - M4300-16X 600W PSU (XSM4316PB) 16x Multi-Gig, PoE+ (500W) Managed Switch
    - M4300-12X12F (XSM4324S) 12X10G, 12XSFP+ Managed Switch
    - M4300-24X (XSM4324CS) 24x10G and 4xSFP+ (shared) Managed Switch
    - M4300-24XF (XSM4324FS) 24xSFP+ and 2x10G (shared) Managed Switch
    - M4300-24X24F (XSM4348S) 24x10G and 24xSFP+ Managed Switch
    - M4300-48X (XSM4348CS) 48x10G and 4xSFP+ (shared) Managed Switch
    - M4300-48XF (XSM4348FS) 48xSFP+ and 2x10G (shared) Managed Switch

- M4300-96X (M4300-96X) Modular, 12-slot empty Managed Switch
  - M4300-28G (GSM4328S) 24x1G, 2x10G, and 2xSFP+ Managed Switch
  - M4300-52G (M4300-52G) 48x1G, 2x10G, 2xSFP+ Managed Switch
  - M4300-28G PoE+ (GSM4328PA) 24x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch
  - M4300-28G PoE+ (GSM4328PB) 24x1G PoE+ 630W, 2x10G, 2xSFP+ Managed Switch
  - M4300-52G-PoE+ (GSM4352PA) 48x1G PoE+ 480W, 2x10G, 2xSFP+ Managed Switch
  - M4300-52G-PoE+ (GSM4352PB) 48x1G PoE+ 591W, 2x10G, 2xSFP+ Managed Switch
- ii. Including but not limited to the following Netgear Fully Managed M4200 Series Switches:
- M4200-10MG-PoE+ (M4200-10MG-PoE-Plus) 8xMulti-Gig PoE+ (240W) and 2xSFP+ (shared) Managed Switch
- iii. Including but not limited to the following Netgear Fully Managed M4100 Series Switches:
- M4100-D12G (M4100-D12G) 12x1G and 2xSFP (shared) Managed Switch
  - M4100-12GF (M4100-12GF) 12x1G and 12xSFP (shared) Managed Switch
  - M4100-26G (M4100-26G) 26x1G and 4xSFP (shared) Managed Switch
  - M4100-50G (M4100-50G) 50x1G and 4xSFP (shared) Managed Switch
  - M4100-26G-PoE (M4100-26G-POE) 26x1G PoE (192W) and 4xSFP (shared) Managed Switch
  - M4100-24G-PoE+ (M4100-24G-POE+) 24x1G PoE+ (380W) and 4xSFP (shared) Managed Switch
  - M4100-50G-PoE+ (M4100-50G-POE+) 50x1G PoE+ (380W) and 4xSFP (shared) Managed Switch
- iv. Including but not limited to the following Netgear Fully Managed M5300 Series Switches:
- M5300-28GF3 (GSM7328FS) 4x1G and 24 SFP+ Managed Switch
- v. Including but not limited to the following Netgear Fully Managed M6100 Series Switches:
- M6100-44G3-POE+ (XCM8903SK) Starter Kit w/1blade 40x1G, 4x10G, 1xPoE+ daughter card Managed Switch
  - M6100-44GF3 (XCM8903SF) Starter Kit w/1blade 40xSFP and 4x10G

Managed Switch

- M6100-24X3 (XCM8903SX) Starter Kit w/1blade 24x10G Managed Switch
- M6100 Series (XCM8948) I/O blade 48x1G PoE+ Upgradeable for M6100 Series Managed Switch
- M6100 (XCM8944) I/O blade 40x1G, 2x10G PoE+ Upgradeable for M6100 Series Managed Switch
- M6100 Series (XCM8944F) I/O blade 2x10G, 40xSFP, 2xSFP+ for M6100 Series Managed Switch
- M6100 (XCM8924X) I/O blade 24x10G, 16xSFP+ for M6100 Series Managed Switch

vi. Including but not limited to the following Netgear Smart Switches:

- S350 Smart Switches (GS324T) 24-Port Gigabit Ethernet Smart Switch with 2 Dedicated SFP Ports
- 10-Gigabit Smart Switch Series (XS708T) 8-Port 10-Gigabit Ethernet Smart Switch with 2 Copper/SFP+ Combo Ports
- Smart Switch Series (GS510TLP) 8-Port Gigabit PoE+ Ethernet Smart Switch with 2 Dedicated SFP Ports (75W)
- Smart Switch Series (GS510TPP) 8-Port Gigabit Ethernet High-Power PoE+ Smart Switch with 2 Dedicated SFP Ports (190W)
- Multi-Gigabit Ethernet Smart Switches (MS510TX) 8-Port Multi-Gigabit Ethernet Smart Switch with 2 Dedicated 10-Gigabit Uplink Ports (1 Copper/1 SFP+)
- Multi-Gigabit Ethernet Smart Switches (MS510TXPP) 8-Port Multi-Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated 10-Gigabit Uplink Ports (1 Copper/1 SFP+)
- Multi-Gigabit Ethernet Smart Switches (MS510TXUP) 8-Port Multi-Gigabit/10G Ethernet Ultra60 PoE++ Smart Switch with 2 SFP+ Ports
- Multi-Gigabit Ethernet Smart Switches (MS510TXM) 8-Port Multi-Gigabit/10G Ethernet Smart Switch with 2 SFP+ Ports
- Standalone Smart Switch Series (GS418TPP) 16-Port 10/100/1000 PoE+ Smart Switch with 2 Gigabit SFP Ports
- Smart Switch Series (GS724Tv4) 24-Port Gigabit Ethernet Smart Switch with 2 Dedicated SFP Ports
- 10-Gigabit Smart Switch Series (XS728T) 24-Port 10-Gigabit Ethernet Smart Switch with 4 Dedicated SFP+ Ports
- S3300 - Gigabit Stackable Smart Switches (S3300-28X) 28-Port Gigabit Stackable Smart Switch with 2-Port 10G Copper and 2-Port 10G SFP+

- S3300 - Gigabit Stackable Smart Switches (S3300-28X-PoE+) 28-port PoE+ Gigabit Stackable Smart Switch
  - Smart Switch Series (GS748Tv5) 48-Port Gigabit Ethernet Smart Switch With 2 Dedicated SFP Ports
  - 10-Gigabit Smart Switch Series (XS748T) 48-Port 10-Gigabit Ethernet Smart Switch with 4 Dedicated SFP+ Ports
  - S3300 - Gigabit Stackable Smart Switches (S3300-52X) 52-Port Gigabit Stackable Smart Switch with 2-Port 10G Copper and 2-Port 10G SFP+
  - S3300 - Gigabit Stackable Smart Switches (S3300-52X-PoE+) 52-Port Gigabit Stackable Smart PoE+ Switch with 2-Port 10G Copper and 2-Port 10G SFP+ (195W)
  - S350 Smart Switches (GS308T) 8-Port Gigabit Ethernet Smart Switch
  - S350 Smart Switches (GS310TP) 8-Port Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated SFP Ports (55W)
  - S350 Smart Switches (GS324TP) 24-Port Gigabit Ethernet PoE+ Smart Switch with 2 Dedicated SFP Ports (180W)
  - S350 Smart Switches (GS348T) 48-Port Gigabit Ethernet Smart Switch with 4 Dedicated SFP Ports
- vii. Including but not limited to the following Netgear Smart Cloud Managed Switches:
- Smart w/ optional Cloud (GS724TPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch with 2 SFP Ports (190W)
  - Stackable Smart Switch Series (GS728TPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (190W)
  - Smart w/ optional Cloud (GS716TPP) 16-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Cloud/Remote Management and 2 SFP Ports (300W)
  - Smart w/ optional Cloud (GS724TPP) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Ports (380W)
  - Smart w/ optional Cloud (GS110TPv3) 8-Port Gigabit PoE+ Ethernet Smart Switch with 2 SFP Ports and Cloud Management (55W)
  - Smart w/ optional Cloud (GS752TPv2) 48-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (380W)
  - Smart w/ optional Cloud (GS752TPP) 48-Port Gigabit PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (760W)
  - Smart w/ optional Cloud (GC752XP) 52-Port Gigabit Ethernet PoE+

Smart w/optional Remote/Cloud Management Switch (505W)

- Smart w/ optional Cloud (GS716TP) 16-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Cloud/Remote Management and 2 SFP ports (180W)
- Smart w/ optional Cloud (GS728TPPv2) 24-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 4 SFP Ports (380W)
- Smart w/ optional Cloud (GS108Tv3) 8-Port Gigabit Ethernet Smart Switch with Cloud Management
- Smart Pro w/ optional Cloud (GC510P) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Fiber Ports (134W)
- Smart w/ optional Cloud (GC108PP) 8-Port Gigabit Ethernet PoE+ Smart Switch with optional Remote/Cloud and NETGEAR FlexPoE Power (126W)
- Smart w/ optional Cloud (GS110TPP) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 Copper Ports (120W)
- Smart w/ optional Cloud (GC108P) 8-Port Gigabit Ethernet PoE+ Smart Switch w/ optional Remote/Cloud Management and NETGEAR FlexPoE Power (64W)
- Smart w/ optional Cloud (GS710TUP) 10-Port Gigabit Ethernet High-Power PoE+ with PoE++ Ports Smart Rackmount Switch (480W)
- Smart w/ optional Cloud (GS110TUP) 10-Port Gigabit Ethernet High-Power PoE+ with PoE++ Ports Smart Desktop Switch (240W)
- Smart w/ optional Cloud (GC752X) 52-Port Gigabit Ethernet Smart w/optional Remote/Cloud Management Switch
- Smart w/ optional Cloud (GC728XP) 28-Port Gigabit Ethernet PoE+ Smart w/optional Remote/Cloud Management Switch (390W)
- Smart w/ optional Cloud (GC728X) 28-Port Gigabit Ethernet Smart w/optional Remote/Cloud Management Switch
- Smart w/ optional Cloud (GC510PP) 8-Port Gigabit Ethernet High-Power PoE+ Smart Switch w/ optional Remote/Cloud Management and 2 SFP Fiber Ports (195W)

3. “Accused Functionalities” means the technologies described in the claims of the Patents-in-Suit, in the claim charts attached to the complaint in each of the Actions, and as described in Plaintiff’s Infringement contentions.

4. “Communication” means any form of oral or written interchange or attempted interchange, formal or informal, at any place or under any circumstances whatsoever whereby information of any nature is transmitted or transferred, including but not limited to any note, memorandum, letter, correspondence or other document, electronic mail message, telephone call, and/or conversation, discussion, meeting and/or other record thereof, or a single person seeing or hearing any information by any means.

5. “Complaint” means and refers to Plaintiff Brazos’s Amended Complaint For Patent Infringement, filed in each of the Actions on July 30, 2021, and any amendments thereto.

6. “Concern,” “Concerning,” “Relate,” “Related” or “Relating” shall mean in connection with, referring to, regarding, referencing, reflecting, describing, discussing, evidencing, supporting, indicating, containing, stating, mentioning, embodying, pertaining to, setting forth, commenting on, assessing, recording, constituting, comprising, touching upon, summarizing or having any logical or factual connection whatsoever to the subject matter in question.

7. “Date” means the exact day, month, and year if so ascertainable, or if not, the best approximation (including relationship to seasons and other events).

8. “Defendant” “Netgear” “You” or “Your” means and includes Defendant Netgear, Inc., and any other person, including, all affiliates, related entities, parents, subsidiaries, branches, divisions, predecessors, successors, and assigns, and all present and past officers, directors, employees, agents, consultants, attorneys, accountants, administrators, representatives, investigators, distributors, salespersons, sales representative, licensors, licensees, and all other persons or organizations or others acting or purporting to act on behalf, or under the control, of each of the foregoing, including all temporary employees and independent contractors.

9. “Describe,” when used with reference to a technology, means to (a) describe it with specificity; (b) identify all uses You have made, are making, or plan to make of it; (c) describe each system, service, method, or apparatus (including any research or engineering project) developed, made, used, imported, sold, or offered to sell in the United States by You, or that You intend to develop, make, use, import, sell, or offer for sale in the United States, that uses it; and (d) identify all internal or commercial names or designations.

10. “Document” or “Documents” means the original and each non-identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic, or other matter, in whatever form, whether final or draft, including but not limited to all materials and things that constitute “writings,” “recordings,” or “photographs” within the meaning of Rule 1001 of the Federal Rules of Evidence or “documents” within the meaning of Rule 34 of the Federal Rules of Civil Procedure. The terms “Document” or “Documents” include without limitation, electronically stored information, electronic mail, or e-mail, intra, or inter-office communications (as defined herein), transcripts, judicial pleadings, petitions, motions, declarations, affidavits, electronic, magnetic, optical, or magneto-optical records, computer data, however stored, including data stored on or in diskettes or cartridges and disk drives, data cards, data processing files and other computer-readable records or programs, object code, source code, microcode, or anything similar to any of the foregoing, however denominated by the responding party. Any Document bearing any marks, including without limitation initials, stamped indicia, comments, highlighting, marginalia, or other notations not a part of the original text or reproduction thereof, is a separate Document that is also included in the request.

11. “Identify” shall be construed as follows:

a. “Identify” a communication, record, document, thing, source of information or other requested item means to list, to the extent known, the following information:

- i. the source(s) or author(s) of the requested item;
  - ii. the recipient(s) of the requested item;
  - iii. the date of the requested item;
  - iv. where the requested item is located;
  - v. whether the requested item was made, sent, recorded or maintained in the ordinary course of business; and
  - vi. the substance of any information contained in the requested item.
- b. “Identify” a fact means to state, to the extent known, the following information: a specific explanation, description, or narrative of the fact including all information relevant thereto; and all persons, communications, and documents relating to that fact.
- c. “Identify” a person means to list, to the extent known, the following information:
- i. name;
  - ii. title and position (if a natural person);
  - iii. last known business address;
  - iv. last known home address, if applicable; and
  - v. if the person identified is not a natural person, the name and address of the natural person employed by or otherwise associated with the identified person whom You believe has the most knowledge regarding the subject matter of each request.

12. “Infringe” or any variant thereof, including but not limited to “infringing” and “infringement,” refers to any infringement under 35 U.S.C. § 271, whether direct, indirect, by equivalents, contributory, by inducement, literal, or by the doctrine of equivalents.

13. “Patents-in-Suit” means U.S. Patent Nos. 7,512,096, 9,338,171 and 7,551,630.

14. “Patented Technology” means all technologies described in the claims of the Patent-in-Suit.

15. “Person” or “Entity” means any natural person or business, legal or governmental entity, or association.



16. “Plaintiff” or “Brazos” means Plaintiff WSOU Investments, LLC and all of its affiliates, officers, employees, agents, representatives, contractors, consultants, attorneys, successors, and assigns.

17. “Product” or “products” shall be construed broadly, and shall mean any hardware product, software product, service, device, apparatus, component, or other instrumentality so as to bring within the scope of the Request all documents that otherwise could be construed to be outside of its scope.

18. “Related Patents” or “Related Patent Applications” means: (a) any patents or patent applications in the chain of patents and patent applications that led to the issuance of the Patents-in-Suit; (b) any continuation, continuation-in-part, or division of any such applications, whether or not such continuation, continuation-in-part, or division has been abandoned or is currently pending; (c) any reexaminations, reissue applications, or applications by or through which the Patents-in-Suit claims priority; (d) any patents or applications that are referenced in or incorporated by reference into the Patent-in-Suit; or (e) any patents or applications claiming priority to (a), (b), or (c) above, including without limitation foreign counterparts.

19. “Related Products” or “Related Product” means and includes any products, services, software, and/or applications that are related to the Accused Products and that are developed, made, used, sold, offered for sale, imported, and provided by Netgear.

20. “Third party” or “third parties” means any individual, entity, organization, partnership, or corporation that is not a party to this Action.

21. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary so as to bring within the scope of the Request all responses that might otherwise be construed to be outside of its scope.

22. The terms “any,” “all,” and “each” shall be construed broadly, and shall mean any, all, and each as necessary so as to bring within the scope of the Request all responses that otherwise could be construed to be outside of its scope.

23. The use of the singular form of any word includes the plural and vice versa.

### **TOPICS FOR TESTIMONY**

41. Core Technical Documents Produced by Netgear.

42. Core Technical Documents that disclose the following functionalities:

- a. Design and implementation of 802.11ac standard, including but not limited beamforming.
- b. Design and implementation of MU-MIMO and SU-MIMO communication, including via 802.11ac.
- c. Design and implementation of channel sounding process.
- d. Design and implementation of explicit beamforming.
- e. Design and implementation of calculation of steering matrix to direct transmissions towards a beamformer.
- f. Design and implementation of space division multiple access.
- g. Design and implementation of policies and actions.
- h. Design and implementation of TailDrop or WRED and how it is used to discard packets.
- i. Design and implementation of how social media credentials are used to determine and allow access.

43. Third-parties that possess information regarding core technical documents or information regarding Topic No. 42.

44. Persons at Netgear knowledgeable regarding Topic Nos. 42-43.